

UNITED STATES DISTRICT COURT

for the
Southern District of Georgia
Augusta Division

CLERK OK
SO. DIST. OF GA.

CV122- 085

(to be filled in by the Clerk's Office)

James Lamont Taylor

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Freedom Mortgage Corporation

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address

James Lamont Taylor
2023 Ashley Drive
Augusta, Richmond
Georgia, 30906
(706) 631-6474
j1taylor1914@yahoo.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name
 Job or Title (if known)
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address (if known)

Freedom Mortgage Corporation

Lender

10500 Kincaid Drive, Suite 111

Fishers, Unknown

Indiana, 46037

N/A

Defendant No. 2

Name
 Job or Title (if known)
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address (if known)

(Ginnie Mae)
 Government National Mortgage Association

"Owner" of the "Loan"

425 3rd Street, SW, Suite 500

Washington, DC 20024 N/A

DC, 20024

(202) 475-4930

N/A

Defendant No. 3

Name
 Job or Title (if known)
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address (if known)

Inspire Closing Services, LLC

Closure - Title Company

420 Rouser Road, Suite 500

Moon Township, N/A

Pennsylvania, 15108

(877) 901-1629

N/A

Defendant No. 4

Name
 Job or Title (if known)
 Street Address
 City and County
 State and Zip Code
 Telephone Number
 E-mail Address (if known)

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

Federal question Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case. *12 USC 29, 12 USC 1431, 15 USC 1692e*
The Equal Credit Opportunity Act.

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, *(name)* _____, is a citizen of the
 State of *(name)* *N/A*

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated
 under the laws of the State of *(name)* *N/A*
 and has its principal place of business in the State of *(name)* *N/A*

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, *(name)* _____, is a citizen of
 the State of *(name)* _____
(foreign nation) *N/A*
 Or is a citizen of _____

b. If the defendant is a corporation

The defendant, (name)

the laws of the State of (name)

principal place of business in the State of (name)

Or is incorporated under the laws of (foreign nation)

and has its principal place of business in (name)

N/A, is incorporated under
N/A, and has its
N/A,

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

N/A

III.

Statement of Claim Pursuant to 12 USC 1431(a) Freedom lacks ability to loan and can never be owed.

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

Susan A. Taylor, my mother, completed consumer credit transaction on July 1st 2020 with Freedom, extending credit and making Ginnie Mae the "loan" owner and Inspire Closure Services the title company. (Exhibit A, pages 1 and 3). Each and every payment requested is out of compliance the ECOA and violations of 1692e(2)(A), 1692e(4) 1692e(5) and 1692e(10). The maturity date (Exhibit A, Page 4) violates 12 USC 2a. Me and Jacqueline Taylor are successors in the interest of the loan (Exhibit A, page 1). Susan Taylor is the original creditor.

IV.

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages. Satisfaction and Discharge of Mortgage.

Cancellations of all contracts. The Mortgage remaining active and payments are requested monthly. Refund of each and every payment made on the mortgage.

~~\$132~~ because of repeat federal violations and emotional stress during current times these payments have caused under these circumstances. Payments could have been made toward medical expenses.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

07/11/2022

Signature of Plaintiff

James Lamont Taylor
James Lamont Taylor

Printed Name of Plaintiff

B. For Attorneys

Date of signing:

N/A

Signature of Attorney

✓ ✓ ✓

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address



JAMES TAYLOR
2023 ASHLEY DR
AUGUSTA GA 30906

December 8, 2021

Re: Loan Number 0115266785
Susan A. Taylor

Dear James Taylor,

Thank you for contacting Customer Care at Freedom Mortgage Corporation. We received your inquiries regarding your Notice of Error via mail on November 22 and November 23, 2021. We appreciate the opportunity to assist you and hope that you find the following information helpful.

Your correspondence makes numerous requests for information and documentation relating to the above referenced loan. Pursuant to 12 C.F.R. §1024.36, a servicer is not required to respond to requests for information that is unduly burdensome, nor is the servicer required to address overbroad requests that seek an unreasonable volume of documents or information. A servicer is also not required to respond to requests for information irrelevant to a borrower's loan or to requests that seek confidential, privileged, or proprietary information. In addition, a servicer is not required to provide a borrower with information or documentation that is not in the servicer's control or possession or that cannot be retrieved in the ordinary course of business through reasonable efforts. It is Freedom Mortgage's position that several of the requests fit within one or more of these exceptions under 12 C.F.R. §1024.36. Subject to the foregoing exceptions and limitations, Freedom Mortgage has reviewed the loan file, and our response to the information requests are contained below, and in the document(s) enclosed herewith.

Our records indicate that the loan was refinanced with Freedom Mortgage Corporation in July 2020. Please be advised the transfer of the servicing of the mortgage loan does not affect any terms or conditions of the Note or security instrument (Mortgage), other than the terms related to the servicing of the loan.

We have reviewed the information in connection with the above referenced loan and provide you with copies of the Note and Mortgage pursuant to your request. We have included copies of the requested documents and a copy of the payment history for your review and records. If a document you requested is not included in our correspondence or is missing, please specify which document so we may provide you with a copy for your records. Freedom Mortgage Corporation is the current servicer of the loan, with an address of 10500 Kincaid Drive, Suite 111, Fishers, IN 46037, with rights to enforce the terms of the security instruments and collect on the debt. The owner of this loan is Ginnie Mae (GNMA).

Please find below Original Principal Balance, Current Principal Balance, a breakdown of the current Principal and Interest, Escrow (if applicable), Escrow Balance and any funds in Unapplied/Suspense.

Original Principal Balance: \$72,298.00
Current Principal Balance: \$70,184.35



FREEDOM MORTGAGE®
P.O. Box 50485, Indianapolis, IN 46250-0485

**JAMES TAYLOR
2023 ASHLEY DR
AUGUSTA GA 30906**

February 15, 2022

Re: Loan Number 0115266785

Dear James Taylor,

Thank you for contacting Freedom Mortgage Corporation. We received your request via mail on January 31, 2022 regarding validating the debt. We appreciate the opportunity to assist you and hope that you find the following information helpful.

The loan referenced above originated with Freedom Mortgage Corporation on July 1, 2020. The loan is currently on a Covid-19 Assistance Forbearance Plan which began on April 1, 2021 and is scheduled to end on March 31, 2022. On October 1, 2020 the account was updated to reflect that yourself, James Taylor, and Jacqueline Taylor are the successor in interest of the loan.

We have reviewed the information in connection with the above referenced loan and provide you with copies of the Note and Mortgage (including all addendums/riders) to validate the debt as witnessed by the primary account holder's signature(s). In addition, are copies of the Residential Loan Application, Closing Disclosure, Notice of Right to Cancel, First Payment Letter, Verification of Mortgage and Payment History have been enclosed for your review and records. Freedom Mortgage Corporation is the current servicer of the loan, with an address of 10500 Kincaid Drive, Suite 111, Fishers, IN 46037, with rights to enforce the terms of the security instruments and collect on the debt.

Please find below Original Principal Balance, Current Principal Balance, a breakdown of the current Principal and Interest, Escrow (if applicable), Escrow Balance and any funds in Unapplied/Suspense.

Original Principal Balance: \$72,298.00

Current Principal Balance: \$70,0184.35

Principal & Interest: \$348.34

Escrow Payment: \$238.21

Escrow Balance: \$-102.65

Unapplied Balance: \$0.00

***Please be advised the figures provided to you are not payoff figures.**

As of the date of this letter, the loan is due for the October 1, 2021, November 1, 2021, December 1, 2021, January 1, 2022, and February 1, 2022 payments totaling the amount of \$2,932.75. *Please be advised this amount is not a



TITLE COMPANY: INSPIRE CLOSING SERVICES
BORROWER(S): SUSAN A TAYLOR
PROPERTY ADDRESS: 2023 Ashley Dr, Augusta, GA 30906
LOAN #: 0115266785 **ORDER #:** 444513

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

STATE OF GEORGIA
COUNTY OF RICHMOND

The undersigned borrower(s) for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by the Lender or Closing Agent for the Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of the Lender to enable the Lender to sell, convey, seek guaranty of market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs, or any Municipal Bonding Authority.

The undersigned borrower(s) agree(s) to comply with all above noted requests by the above-referenced Lender/Closing Agent within 30 days from the date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by the Lender of its interest in and to said loan documentation, and to assure marketable title in the said borrower(s).

DATED effective this 11 day of July 2020.

Susan A Taylor
SUSAN A TAYLOR

State of Georgia)
County of Richmond) ss:

This instrument was acknowledged before me on 7/1/2020 by
Susan A. Taylor.



Notary Public
My Commission Expires: 9/18/2023



Verification of Mortgage

Date: December 8, 2021

Requestor Information:

Company/Name:

Borrower Information:

Account Number: 0115266785

Borrower Name: SUSAN A TAYLOR
 Property Address: 2023 ASHLEY DR
 AUGUSTA GA 30906

Date Loan Opened:	07/01/20
First Payment Due Date:	09/01/20
Original Unpaid Principal Balance:	\$72,298.00
Current Unpaid Principal Balance:	\$70,184.35
Loan Type	VA
Maturity Date	07/2045
Next Due Date	10/01/21
Principal and Interest Payment	\$348.34
Total Monthly Payment Amount	\$586.55
Amount Past Due	\$1,759.65
Date Last Paid	10/04/21
Present Status of Mortgage	Current

Times Delinquent This Year			
15 Days	30 Days	60 Days	90 Days
1	3	1	2
Times Delinquent Last Year			
15 Days	30 Days	60 Days	90 Days
0	0	0	0

7/11/22, 1:40 PM

Detail History

07/11/22

SUSAN A TAYLOR

Account Number 115266785

2023 ASHLEY DR

AUGUSTA GA 30906

Collateral

Original Balance	72298.00	P&I Payment	348.34	Next Due Date	07/01/22
Current Balance	68678.61	Escrow Payment	171.42	Last Payment Date	06/24/22
Escrow Balance	1774.08	Opt Ins Payment	0.00	Current Interest Rate	3.12500
Unapplied Balance	0.00	Buydown	0.00		
Fee Balance	0.00	Total Payment	519.76		

History from 07/01/20 through 07/11/22 Beginning statement balance 72298.00 Ending statement balance 68678.61

Posting Date	Effective Date	Paid To Date	Transaction Description	Total Amount	Principal	Interest	Escrow	Insurance	Other
07/09/20	07/09/20	08/01/20	CLOSING INTEREST	154.75	0.00	154.75	0.00	0.00	0.00
07/09/20	07/01/20	08/01/20	MISC RECEIPT	160.94	0.00	0.00	160.94	0.00	0.00
08/06/20	08/01/20	08/01/20	MISC RECEIPT	-160.94	0.00	0.00	-160.94	0.00	0.00
08/06/20	08/01/20	08/01/20	MISC RECEIPT	160.94	0.00	0.00	160.94	0.00	0.00
08/31/20	08/31/20	09/01/20	PAYMENT	509.28	160.06	188.28	160.94	0.00	0.00
09/08/20	09/08/20	09/01/20	ESCROW DISBURSEMENT	-910.08	0.00	0.00	-910.08	0.00	0.00
10/01/20	10/01/20	10/01/20	PAYMENT	509.28	160.48	187.86	160.94	0.00	0.00
10/28/20	10/28/20	10/01/20	ESCROW DISBURSEMENT	-1004.00	0.00	0.00	-1004.00	0.00	0.00
11/02/20	10/31/20	11/01/20	PAYMENT	509.28	160.30	187.44	160.94	0.00	0.00
12/01/20	12/01/20	12/01/20	PAYMENT	509.28	161.32	187.02	160.94	0.00	0.00
01/18/21	01/18/21	12/01/20	UNCOLL LATE CHARGE	0.00	0.00	0.00	0.00	0.00	-20.37 L
01/18/21	01/18/21	12/01/20	LATE CHG ASSESSED	0.00	0.00	0.00	0.00	0.00	-20.37 L
01/21/21	01/21/21	01/01/21	PAYMENT	529.65	161.74	186.60	160.94	0.00	20.37 L
02/02/21	02/02/21	02/01/21	PAYMENT	509.28	162.16	186.18	160.94	0.00	0.00
02/19/21	02/19/21	02/01/21	MISC RECEIPT	1004.00	0.00	0.00	1004.00	0.00	0.00
02/22/21	02/22/21	02/01/21	MISC RECEIPT	-1004.00	0.00	0.00	-1004.00	0.00	0.00
02/22/21	02/19/21	02/01/21	MISC RECEIPT	1004.00	0.00	0.00	1004.00	0.00	0.00
03/02/21	03/02/21	03/01/21	PAYMENT	586.55	162.58	185.76	238.21	0.00	0.00

B= Buydown/SubsidyF= Fee PaymentL= Late ChargesN= Unapplied

7/11/22, 1:40 PM

Detail History

07/11/22

Account Number 115266785

SUSAN A TAYLOR

Posting Date	Effective Date	Paid To Date	Transaction Description	Total Amount	Principal	Interest	Escrow	Insurance	Other
08/09/21	08/09/21	04/01/21	PAYMENT	586.55	163.00	185.34	238.21	0.00	0.00
08/09/21	08/09/21	05/01/21	PAYMENT	586.55	163.43	184.91	238.21	0.00	0.00
08/09/21	08/09/21	06/01/21	PAYMENT	586.55	163.85	184.49	238.21	0.00	0.00
08/09/21	08/09/21	07/01/21	PAYMENT	586.55	164.28	184.06	238.21	0.00	0.00
08/31/21	08/31/21	07/01/21	ESCROW DISBURSEMENT	-1059.00	0.00	0.00	-1059.00	0.00	0.00
09/01/21	09/01/21	08/01/21	PAYMENT	586.55	164.71	183.63	238.21	0.00	0.00
09/22/21	09/22/21	08/01/21	ESCROW DISBURSEMENT	-927.62	0.00	0.00	-927.62	0.00	0.00
10/04/21	10/04/21	09/01/21	PAYMENT	586.55	165.14	183.20	238.21	0.00	0.00
06/10/22	06/10/22	10/01/21	PAYMENT	586.55	165.57	182.77	238.21	0.00	0.00
06/10/22	06/10/22	10/01/21	MISC RECEIPT	425.24	0.00	0.00	0.00	0.00	425.24N
06/13/22	06/13/22	11/01/21	PAYMENT	161.31	166.00	182.34	238.21	0.00	-425.24N
06/24/22	06/24/22	12/01/21	PAYMENT	586.55	166.43	181.91	238.21	0.00	0.00
06/24/22	06/24/22	12/01/21	MISC RECEIPT	79.04	0.00	0.00	0.00	0.00	79.04N
06/24/22	06/24/22	01/01/22	PAYMENT	507.51	166.87	181.47	238.21	0.00	-79.04N
06/24/22	06/24/22	02/01/22	PAYMENT	586.55	167.30	181.04	238.21	0.00	0.00
06/24/22	06/24/22	02/01/22	MISC RECEIPT	79.04	0.00	0.00	0.00	0.00	79.04N
06/24/22	06/24/22	03/01/22	PAYMENT	440.72	167.74	180.60	171.42	0.00	-79.04N
06/24/22	06/24/22	04/01/22	PAYMENT	519.76	168.17	180.17	171.42	0.00	0.00
06/24/22	06/24/22	05/01/22	PAYMENT	519.76	168.61	179.73	171.42	0.00	0.00
06/24/22	06/24/22	06/01/22	PAYMENT	519.76	169.05	179.29	171.42	0.00	0.00

B= *Buydown/Subsidy*F= *Fee Payment*L= *Late Charges*N= *Unapplied*